

S T A T E O F A L A B A M A
I N S U R A N C E D E P A R T M E N T
B O N D F O R M

KNOW ALL MEN BY THESE PRESENTS, THAT we _____
(hereinafter called the Principal), As Principal, having an office at _____
_____ and _____ (hereinafter
called the Surety), as Surety, a corporation organized and existing under the laws
of the State of _____ and duly admitted to transact business of Surety in
the State of Alabama, are held and firmly bound unto the Commission of Insurance of
the State of Alabama in the penal sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000),
for the benefit of any person referred to in the conditions of this bond for which
payment, well and truly made, we and each of us bind ourselves, our heirs,
successors and assigns, jointly and severally, firmly by these presents.

The conditions of the foregoing Obligation is Such, That Whereas the said Principal
has applied to the Commissioner of Insurance of the State of Alabama for authority
as a home protection company, and in accordance with the provisions of Chapter 32,
Code of Alabama, as amended, is required to give a corporate surety bond for the
benefit of any contract holder who may suffer loss resulting from fraud or
dishonesty or insolvency or impairment or unwillingness to perform on the part of
said Principal while acting or purporting to act as a home protection company under
such authority.

Now therefore, if such authority is issued the said Principal and if he shall
comply with in all respects with its terms and with the laws and regulations of the
State of Alabama pertaining to home protection companies, and shall indemnify any
person who may suffer loss resulting from the fraud or dishonesty or insolvency or
impairment or unwillingness to perform on the part of the said principal while
acting or purporting to act under such authority, then this bond shall be void and
of no effect; otherwise, to remain in full force and virtue.

The total aggregate liability under this bond is limited to the sum of \$25,000.00.

This bond shall continue in force and effect unless, as to future acts or omissions
of the Principal, it is terminated or canceled:

- (1) By order of said Commissioner of Insurance; or
- (2) By the Surety delivering thirty (30) days written notice to said
Department the same will be canceled.

Such Cancellation or termination shall not effect any liability incurred or accrued
hereunder prior to the termination or cancellation of said bond by said Department
of Insurance or prior termination of the thirty (30) day period for notice if
terminated by Surety.

This bond shall take effect on and as of _____, 19____.

Signed and sealed this _____ day of _____, 19____.

By: _____
(Principal)

By: _____
(Surety)

By: _____
State of Alabama Insurance Department

**STATE OF ALABAMA INSURANCE DEPARTMENT
TRI-PARTY DEPOSITARY AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 19____, by and between the Insurance Commissioner of the State of Alabama and his successor or successors, party of the first part.

Custodial Institution or State Treasurer
authorized to act as Trustee, party of the second part, and

Company
an corporation organized under the laws of the State of _____, with its principal place of business in _____, party of the third part.

WITNESSETH:

Whereas, in accordance with the provisions of the Insurance Code of the State of Alabama, third party will deposit securities with the Trust Division of second party, and from time to time in the future make further deposits as specified in Act No. 97-445, Alabama Code, and withdrawal of the same; and WHEREAS, for the convenience of the parties, first party has duly designated second party as a depository to receive and hold such deposits in its Trust Division.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Second party upon receipt of such deposits of cash or other securities as specified in the Alabama Insurance Code will assume responsibility for their safekeeping and shall, from time to time, collect the income therefrom and dispose of the same as directed by the third party. Second party shall also, as such securities mature, collect and hold the proceeds thereof subject to the joint order of first and third parties. None of such deposits or the proceeds thereof shall be withdrawn from such depository except on written order of the Insurance Commissioner or authorized agent.

2. Whenever any such deposits are made, matured or withdrawn under this Agreement, the parties hereto shall each execute a deposit or withdrawal request on a form approved by the first party.

3. A record shall be kept by the second party containing a description and amount of such deposits with it, and of all interest and principal payments on such deposits, and a report thereof (listing only those securities held under the Tri-party Depositary Agreement) shall be made to the first party at the end of each quarter with a duplicate copy to the third party.

4. Both the first and third parties shall have the right at any time to check over the records of second party as to such deposits and to verify the actual existence thereof.

5. Said second party shall be paid by third party as full compensation for holding and safekeeping of such deposits and the collection of the principal and interest thereof as herein provided such sum as may hereafter be agreed to from time to time.

6. This Agreement may be canceled by any one of the contracting parties upon ninety (90) days written notice of intention, upon termination, second party shall return to first party all such deposits after withdrawal forms have been submitted for signature, or securities may be placed in a new custodial institution subject to a new Tri-Party Depositary Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate the day and year first above written.

Insurance Commissioner, State of Alabama

By _____
First Party Print Name Title

Bank:

By _____
Second Party Print Name Title

Company:

By _____

Third Party Print Name

Title

